

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778193

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
C&M Conveyor, Inc.		01/03/2023	Corporation: INDIANA
Ohio Blow Pipe Company		01/03/2023	Corporation: OHIO
RECEIVING PARTY DATA			
Name:	Oxer BCP Mezzanine Fund, L.P.		
Street Address:	883 Yard Street		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43212		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6289920	THE CORE MONSTER	
Registration Number:	4499177	MIST-CLONE	
Registration Number:	2893201	AIRSCREEN	
Registration Number:	1215483	OBP	
Registration Number:	5945664		
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6144621093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	250 West Street, Suite 700		
Address Line 4:	Columbus, OHIO 43215-7509		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	01/04/2023		
Total Attachments: 9			

OP \$140.00 6289920

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This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement"), dated as of January 3, 2023, by and among, (i) **CAPITAL SOUTHWEST CORPORATION**, as administrative agent and sole lender under the Senior Credit Agreement described below ("Senior Lender"), (ii) **OXER BCP MEZZANINE FUND, L.P.**, a Delaware limited partnership ("Subordinated Creditor"), (iii) **C&M CONVEYOR HOLDINGS, INC.** ("Holdings"), (iv) **C&M CONVEYOR, INC.**, an Indiana corporation ("C&M"), (v) **OHIO BLOW PIPE COMPANY**, an Ohio corporation ("OBPC"), (vi) **ADVANCED AIR SYSTEMS INC.**, a Virginia corporation ("AAS" and together with C&M, OBPC and AAS, individually, each a "Borrower", and collectively, jointly and severally, the "Borrowers" and, together with Holdings, collectively, the "Loan Parties") to the indebtedness owed by Borrowers to Senior Lender; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the "Subordination Agreement"), dated as of January 3, 2023, by and among, (i) **FIRST MERCHANTS BANK**, as administrative agent and sole lender under the Senior Credit Agreement described below ("Senior Lender"), (ii) **OXER BCP MEZZANINE FUND, L.P.**, a Delaware limited partnership ("Subordinated Creditor"), (iii) **C&M CONVEYOR HOLDINGS, INC.** ("Holdings"), (iv) **C&M CONVEYOR, INC.**, an Indiana corporation ("C&M"), (v) **OHIO BLOW PIPE COMPANY**, an Ohio corporation ("OBPC"), (vi) **ADVANCED AIR SYSTEMS INC.**, a Virginia corporation ("AAS" and together with C&M, OBPC and AAS, individually, each a "Borrower", and collectively, jointly and severally, the "Borrowers" and, together with Holdings, collectively, the "Loan Parties") to the indebtedness owed by Borrowers to Senior Lender; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Subordination Agreement.

AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") dated as of January 3, 2023, is made by and among **C&M CONVEYOR, INC.**, an Indiana corporation ("C&M"), **OHIO BLOW PIPE COMPANY**, an Ohio corporation ("OBPC" and together with C&M, individually, each a "Grantor" and collectively, jointly and severally, the "Grantors"), and **OXER BCP MEZZANINE FUND, L.P.**, a Delaware limited partnership (together with its successors and assigns, the "Purchaser").

RECITALS

WHEREAS, Grantors have entered into that certain Amended and Restated Note Purchase Agreement with the Purchaser and the other parties thereto from time to time, dated as of the date hereof (as amended, amended and restated, extended, replaced, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), pursuant to which the parties thereto have agreed, subject to the terms and conditions thereof, to amend and restate the Existing Note Purchase Agreement (as defined in the Note Purchase Agreement) and extend the maturity of the indebtedness incurred thereunder;

WHEREAS, in connection with the Existing Note Purchase Agreement, (a) C&M made that certain Intellectual Property Security Agreement, dated as of May 31, 2018, in favor of the Purchaser (the “C&M IP SA”) and (b) OBPC made that certain Intellectual Property Security Agreement, dated as of August 29, 2018, in favor of the Purchaser (the “OBPC IP SA”) and, together with the C&M IP SA, collectively, the “Existing IP SAs” and each, an “Existing IP SA”);

WHEREAS, pursuant to the Existing IP SAs, the Grantors granted Liens to the Purchaser, as more fully set forth therein;

WHEREAS, the parties hereto desire to (a) amend and restate the existing IP SAs and (b) for the Grantors to reaffirm the Liens granted to the Purchaser and the other obligations under the Existing IP SAs

WHEREAS, under the terms of the Security Agreement (as defined in the Note Purchase Agreement) and the other Note Purchase Documents (as defined in the Note Purchase Agreement), each Grantor has granted to the Purchaser a security interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Note Purchase Agreement or the Security Agreement, as applicable, or, if not therein, in the UCC. The following terms have the meanings set forth below:

“Copyrights” means (i) all copyrights in all Works, now existing or hereafter created or acquired, whether registered or unregistered and whether published or unpublished, all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and (ii) all renewals thereof.

“Patents” means (i) all letters patent of the United States or any other country or any political subdivision thereof, all reissues and extensions thereof and all goodwill associated therewith, (ii) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, and (iii) all rights to obtain any reissues or extensions of the foregoing.

“Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or

agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, and (ii) the right to obtain all renewals thereof.

“Work” means any work that is subject to copyright protection pursuant to Title 17 of the United States Code or under any similar Law of the United States, any state thereof, any other country or, in each case, any political subdivision thereof, or otherwise.

SECTION 2. Grant of Security. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, each Grantor hereby grants to the Purchaser a security interest in all of such Grantor’s right, title, and interest in and to the following (the “Collateral”):

(i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this Agreement.

SECTION 4. **Execution in Counterparts.** This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement and shall be fully admissible in any enforcement proceedings regarding this Agreement.

SECTION 5. **Grants, Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Note Purchase Agreement, the Security Agreement, and the other Note Purchase Documents. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Purchaser with respect to the Collateral are more fully set forth in the Note Purchase Agreement, the Security Agreement, and the other Note Purchase Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

SECTION 6. **Governing Law; Submission to Jurisdiction; Venue; Waiver of Jury Trial.** THE TERMS OF THE NOTE PURCHASE AGREEMENT WITH RESPECT TO GOVERNING LAW, SUBMISSION TO JURISDICTION, WAIVER OF VENUE AND WAIVER OF JURY TRIAL (AND WHERE APPLICABLE, JUDICIAL REFERENCE) ARE INCORPORATED HEREIN BY REFERENCE, *MUTATIS MUTANDIS*, AND THE PARTIES HERETO AGREE TO SUCH TERMS.

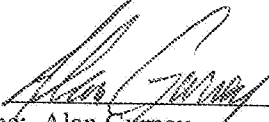
SECTION 7. **Amendment and Restated; No Novation.** This Agreement constitutes an amendment and restatement of the Existing IPSAs. Notwithstanding anything to the contrary contained herein, this Agreement shall not extinguish, release, or terminate the obligations for the payment of money outstanding (or any other obligations) under, or any Liens granted under or guarantees made under, any Existing Note Purchase Document. Nothing herein contained shall be construed as a substitution or novation of the obligations outstanding under the Existing IPSAs or the other Existing Note Purchase Documents, which shall remain in full force and effect, except to any extent expressly modified hereby or by the other Note Purchase Documents executed concurrently herewith. Nothing implied in this Agreement or in any other Note Purchase Document shall be construed as a release or other discharge of any of the Grantors under any Existing Note Purchase Document (including without limitation the Existing IPSAs) from any of its obligations and liabilities as an “Issuer,” “Grantor,” “Pledgor,” “Guarantor,” “Company,” “Obligor,” or the like, as applicable, under any of the Existing Note Purchase Documents. The Note Purchase Documents shall continue to guarantee, support and otherwise benefit the Obligations of the Grantors under this Agreement and the other Note Purchase Documents.

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IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTORS:

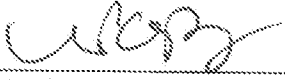
C&M CONVEYOR, INC.
OHIO BLOW PIPE COMPANY

By: 
Name: Alan Gurney
Title: Treasurer and Chief Financial Officer

PURCHASER:

OXER BCP MEZZANINE FUND, L.P.

By: Oxer BCP GP, LLC, its General Partner

By: 

Michael P. O'Brien, Managing Member

SCHEDULE A
TO
IP SECURITY AGREEMENT

PATENTS

Title	Country	Issue Date	Patent Number	Owner
Crossover Conveyor System	US	August 16, 2005	6929114	C&M Conveyor, Inc.
Wet Cyclone Dust Filtration System	US	November 14, 2017	9815252	Ohio Blow Pipe Company

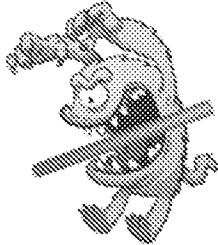
(Schedule A to Amended and Restated Intellectual Property Security Agreement)

4862-9038-0614.3

TRADEMARK
REEL: 007938 FRAME: 0158

SCHEDULE B
TO
IP SECURITY AGREEMENT

TRADEMARKS

Mark	Country	Registration Date	Registration Number	Owner
THE CORE MONSTER	US	March 9, 2021	6289920	Ohio Blow Pipe Company
MIST-CLONE	US	March 18, 2014	4499177	Ohio Blow Pipe Company
AIRSCREEN	US	October 12, 2004	2893201	Ohio Blow Pipe Company
OBP	US	November 9, 1982	1215483	Ohio Blow Pipe Company
	US	December 24, 2019	5945664	Ohio Blow Pipe Company

SCHEDULE C
TO
IP SECURITY AGREEMENT

COPYRIGHTS

None.

(Schedule C to Amended and Restated Intellectual Property Security Agreement)

4862-9038-0614.3

RECORDED: 01/04/2023

**TRADEMARK
REEL: 007938 FRAME: 0160**